

Reg. No. 13,071
Fee Paid \$17.50

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(For Filing Only)

REAL ESTATE MORTGAGE

61908 BOOK 114

KNOW ALL MEN BY THESE PRESENTS.

THAT W. T. Carter and Oma Belle Carter, husband and wife,

of Washington County, Oklahoma, parties of the first part have mortgaged
and hereby mortgages to L. A. Carter,

part Y of the second part, the following described real estate and premises situated in Douglas County,
Kansas
State of ~~Oklahoma~~ to-wit:

Lot 5, and the South 25 feet of Lot 4, less
the East 7 feet 9 inches of said lots, on
Vermont Street, all in Block 10 in Babcock's
Enlarged Addition to the City of Lawrence, Kansas,

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

THIS MORTGAGE is given to secure the principal sum of

SEVEN THOUSAND DOLLARS (\$7,000.00)

with interest thereon at the rate of 5 per cent per annum, payable monthly
from date according to the terms of one certain promissory

note, described as follows, to-wit: A promissory note bearing date of February 9, 1957, for the principal sum of \$7,000.00 with interest on the reducing balance thereof from date until paid at the rate of 5% per annum, due and payable monthly. Said principal and interest is due and payable \$75.00 on March 12, 1957, and \$75.00 on the 12th day of each month thereafter until fully paid. Said monthly payments shall be applied first to the payment of accrued

interest and the balance shall be applied toward the payment of principal. Only the reducing balance of principal shall bear interest and principal paid shall cease to bear interest. The makers have the right to pay additional principal sums or all of the unpaid principal at any time without notice.

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit: that said first party hereby covenants and agrees to pay all taxes and assessments of said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of the second party, buildings on said premises, for their reasonable insurable value and shall furnish a copy of the policy to the mortgagee.

It is further expressly agreed, by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said party of the first part hereby agrees that in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of \$700.00 which this mortgage also secures.

Party of the first part, for said consideration, do hereby expressly waive or not waive at option of mortgagee, appraisalment of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 9th day of February, 1957

W. T. Carter (SEAL)
Oma Belle Carter (SEAL)

STATE OF OKLAHOMA,

County of Washington

(OKLAHOMA ACKNOWLEDGMENT)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9th day of February, 1957.

Personally appeared W. T. Carter
and Oma Belle Carter, husband and wife,

to be known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year above written.

My commission expires April 1, 1958.

Notary Public

This release was written on the original mortgage

on this 18th day of May 1957

Harold A. Beck

By Marie Wilson

Recorded February 13, 1957 at 2:20 P.M.

RELEASE

Harold A. Beck

Register of Deeds.

I, the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 15th day of May, 1957.

L. A. Carter